IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.M.JOSEPH

THURSDAY, THE 13TH SEPTEMBER 2007 / 22ND BHADRA 1929

WP(C).No. 26689 of 2007(B)

PETITIONER:

ALICE W/O.KURIAN, VITHAYATHIL HOUSE,
PUTHENPALIKKARA, PARAVUR TALUK, ERNAKULAM.

BY ADV. SRI.P.N.PURUSHOTHAMA KAIMAL

RESPONDENTS:
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1. THE KONGORPILLY FARMERS SERVICE CO-OP.
BANK LTD., NO.3847, ERNAKULAM DISTRICT
REPRESENTED BY ITS SECRETARY.

2. THE SPECIAL SALE OFFICER,
PARUR CO-OP.BANK GROUP, O/O THE ASST.REGISTRAR OF
CO-OPERATIVE, SOCIETIES, GENERAL, N.PARUR.

R1 BY ADV. SRI.C.E.UNNIKRISHNAN
R2 BY GOVERNMENT PLEADER (SMT. ANU SIVARAMAN).

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 13/09/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K. M. JOSEPH, J.

W.P.C. NO. 26689 OF 2007 B

Dated this the 13th September, 2007

JUDGMENT

Petitioner availed a loan in March, 2001 for agricultural purpose. It was not repaid. When recovery steps were taken, petitioner had approached this Court earlier and this Court disposed of the Writ Petition directing the petitioner to file representation requesting for the benefit under the One Time Settlement Scheme. It was directed further that the respondent Bank will hear the petitioner and dispose of the matter on merits granting the benefit of One Time Settlement Scheme as per Circular No.27/06. Pursuant to the same, Ext.P2 was issued by the Bank on 17.1.2007 allowing the petitioner to pay off the amount in ten instalments and granting the benefit under Circular No.27/06. Ext.P3 indicates the amount payable in terms of Circular No.27/06. It is Rs.2,65,389/=. According to petitioner, even though she paid upto the second instalment and

also paid the incidental charge, it is not disputed that the petitioner did not pay the remaining instalments as stipulated in the Judgment. Petitioner has approached this Court praying for a direction to grant the benefit of One Time Settlement Scheme given to the petitioner as per Ext.P2 decision, accept the balance amount as per Ext.P2 and clear the dues of the petitioner.

2. I heard Shri P.N. Purushothama Kaimal, learned counsel for the petitioner and Shri C.E. Unnikrishnan, learned counsel appearing for the respondent Bank. Learned counsel for petitioner submits that while it is true that default was made, petitioner was prepared to pay off the entire amount remaining to be paid in lumpsum. Learned counsel appearing for the respondent Bank, on the other hand, submits that the petitioner has lost the benefit under Circular No.27/06 in view of the default committed, but the Bank is prepared to extend the benefit due to the petitioner under Circular No.30/07. A Counter Affidavit is filed showing the amount due from the

petitioner under Circular No.30/07 as Rs.3,24,456/=. Learned counsel for petitioner contends that the amount demanded is not correct. He submits that split up details may be made available. He also submits that the petitioner will pay off the amount due from her after applying Circular No.30/07 in lumpsum. In such circumstances, the Writ Petition is disposed of as follows:

The respondent Bank will serve a Statement on the petitioner showing the split up details of the amount of Rs.3,24,456/=. This shall be done within one week from today. Upon receipt of the same, if the petitioner points out any error in the matter of applying the Circular No.30/07 to the Secretary of the Bank within a period of three days from the date of receipt of the Statement, the respondent Bank will look into it and if there is any genuine error, the Bank will rectify it and communicate its decision to the petitioner or her representative. Petitioner is given a week's time from the date on which the decision of the Bank is intimated to her or her representative, to pay off the amount. In case the petitioner does not pay the

amount, petitioner will lose the benefit of this Judgment and it will be open to the respondent Bank to proceed against the petitioner in accordance with law.

K. M. JOSEPH, JUDGE

kbk.